

Wayne Coates  
Hamilton County Records Office  
Doc #: 13-0072230 Type: MT  
Filed: 05/30/13 02:24:12 PM \$228.00  
Off.Rec.: 12326 01929 F 27 476

1101110 1101110 1101110 1101110 1101110  
P1232601929FB

**OPEN-END MORTGAGE, ASSIGNMENT OF RENTS  
AND LEASES, SECURITY AGREEMENT, AND FIXTURE FILING**

This Open-End Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (the "Mortgage") is made by **CINCINNATI CHRISTIAN UNIVERSITY** ("Mortgagor"), with an address of 2700 Glenway Avenue, Cincinnati, Hamilton County, Ohio 45204 for the benefit of **CENTRAL BANK & TRUST CO.** ("Mortgagee") with an address at 300 West Vine Street, Lexington, Fayette County, Kentucky 40507 as follows:

**1. GRANT.**

- 1.1 Property.** Mortgagor hereby grants, bargains, mortgages, warrants, sells, encumbers, conveys, assigns and transfers to Mortgagee, its successors and assigns forever, all estate, title and interest of Mortgagor in and to the following, now existing or hereafter arising (collectively, the "Property"):
- 1.1.1** the real estate described in Exhibit A attached hereto ("Real Estate") and by reference made a part hereof, all of the estate, title and interest of Mortgagor in law or equity, of, in and to such Real Estate and all of the privileges, easements and appurtenances belonging to such Real Estate, and all heretofore or hereafter vacated streets or alleys which abut such Real Estate;
- 1.1.2** all buildings and improvements of every kind and description now existing or hereafter placed on such Real Estate and all fixtures, machinery, appliances, equipment, furniture and personal property of every kind whatsoever owned by Mortgagor and located in or on, or attached to, and used or intended to be used in connection with the operation of such Real Estate, or the buildings, structures or other improvements thereon or in connection with any construction being conducted or which may be conducted thereon, including but not limited to the electric, water, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; radiators; heaters; air-cooling and air conditioning apparatus; elevators; escalators; awnings, doors, and windows; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; and all other furniture and furnishings; together with all building materials and equipment owned by Mortgagor now or hereafter delivered to the Real Estate and intending to be installed therein;

- 1.1.3 all rents, leases, issues and profits arising out of any of the foregoing, including all insurance policies and payments made under insurance policies relating directly or indirectly to any of the items comprising the Property;
  - 1.1.4 all contracts for or related to the design, development, construction, management, maintenance or operation, leasing, sale or refinancing of such Real Estate, all licenses and permits relating to construction of any such contracts, any bonds or warranties assuring payment or performance thereunder, and all plans, designs, specifications, books, records and escrow accounts related thereto;
  - 1.1.5 all damages, claims, losses, judgments, awards and settlements previously or hereafter made or occurring relating to, directly or indirectly, the Real Estate or any of the other items comprising the Property, including but not limited to those resulting from: (i) condemnation proceedings; (ii) the taking under the power of eminent domain; (iii) any award for change of grade or streets; and (iv) claims in contract or tort, including but not limited to those relating to items described in Section 1.1.4, above;
  - 1.1.6 all moneys, credits and other property of any nature whatsoever of Mortgagor now or hereafter in the possession of, in transit to or from, under the custody or control of, or on deposit with (whether held by Mortgagor individually or jointly with another) Mortgagee or any affiliate of Mortgagee, including but not limited to cash collateral accounts, construction disbursement accounts and reserve accounts;
  - 1.1.7 all of the following relating, directly or indirectly, to the Real Estate or any of the other items comprising the Property: Mortgagor's Accounts, Inventory, Equipment, General Intangibles, Chattel Paper, Investment Property, Instruments, Documents, Letter of Credit Rights, Supporting Obligations, as each such term is defined under the applicable version of the Uniform Commercial Code in effect; and
  - 1.1.8 all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and the proceeds of all of the foregoing.
- 1.2 **Security.** The grant described in Section 1.1, above, to have and to hold the Property is given to Mortgagee and its successors and assigns forever, for the uses and purposes herein set forth to secure the payment of the Indebtedness as defined in Section 2, below, and the performance of all of the obligations of Mortgagor hereunder.

## 2. **INDEBTEDNESS.**

This conveyance is made to secure: (i) the payment of the Commercial Note of Mortgagor of even date herewith payable to the order of Mortgagee in the original principal amount of \$6,900,000.00 ("Note A"), and all extensions, renewals, reamortizations, modifications, and amendments thereof and thereto; (ii) the payment of the Commercial Note of Mortgagor of even date herewith payable to the order of Mortgagee in the original principal amount of \$500,000.00 ("Note B"), and all extensions, renewals, reamortizations, modifications, and amendments thereof and thereto; (iii) all future advances made pursuant to Section 8 hereof and all advances or expenses of any kind made by Mortgagee pursuant to the provisions of this Mortgage; (iv) the performance and/or payment of any other debts, liabilities, obligations, covenants and duties of Mortgagor to Mortgagee, whether now existing or hereafter arising; and (v) performance of the terms, covenants and conditions contained in the Note, this Mortgage

and any other document related to the indebtedness secured hereby, including, but not limited to the obligations of Mortgagor under the Loan Agreement (the "Loan Agreement") between Mortgagor and Mortgagee dated **May 29, 2013** (the foregoing collectively referred to as the "Indebtedness"). All references to the Loan Agreement or Note will mean the Loan Agreement or Note and any amendments or modifications thereto and restatements thereof. Capitalized terms used herein and not otherwise defined will be given the definitions set forth in the Loan Agreement. Note A and Note B will be referred to collectively and individually as the "Note".

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Mortgagor covenants, represents, warrants and agrees with Mortgagee as follows:

- 3.1 **Title.** Mortgagor is the lawful owner of the Property; title to the Property is vested in Mortgagor and is free, clear and unencumbered except for exceptions shown on Schedule B to title insurance commitment number #139563 issued by Chicago Title Insurance Company ("Permitted Exceptions"); there has been no prior assignment of any of Mortgagor's rights in the Property, except for the Permitted Exceptions; Mortgagor has good right and full power to convey and encumber the Property and to execute this Mortgage; Mortgagor will make such further assurances of title as Mortgagee may require; and Mortgagor will warrant and defend the Property against all claims and demands whatsoever, except for the Permitted Exceptions.
- 3.2 **Indebtedness.** Mortgagor will promptly pay, or cause to be paid, the Indebtedness when due.
- 3.3 **Impositions.** Mortgagor will pay, or cause to be paid, when due:
  - 3.3.1 All of the following (hereinafter collectively called the "Impositions"): all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly. If Mortgagee is not establishing an escrow for Impositions, then within 20 days after demand therefor, Mortgagor will deliver to Mortgagee the original, or a photostatic copy, of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to Mortgagee. Notwithstanding the provisions of this Section, any tax or special assessment that is a lien on the Property may be paid in installments provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty.
  - 3.3.2 On the first day of each month after the occurrence of any one or more Events of Default (as that term is defined below), a deposit with Mortgagee equal to one-twelfth of the annual charges, as estimated by Mortgagee, for the Impositions and premiums for insurance required under Section 3.7, below. Such amount will be held by or on behalf of Mortgagee and will be applied to pay such Impositions and premiums when the same become due. Mortgagee will not be required to pay any interest or earnings on such sums. Mortgagor hereby pledges all such sums as additional collateral for the Indebtedness. If the amount held by Mortgagee is not sufficient to pay the Impositions

and premiums when due, Mortgagor will, promptly upon request of Mortgagee, pay to Mortgagee any amount necessary to make up such deficiency.

- 3.4 Compliance with Laws.** Mortgagor will promptly comply or cause compliance with all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Property or any portion thereof or the use or occupancy thereof. Mortgagor will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Property. Mortgagor will take appropriate measures to prevent, and will not engage in or knowingly permit, any illegal activities at the Property that could endanger tenants or visitors, result in damage to the Property, result in forfeiture of the Property, or otherwise materially impair the lien created by this Mortgage or Mortgagee's interest in the Property. Mortgagor represents and warrants to Mortgagee that no portion of the Property has been or will be purchased with the proceeds of any illegal activity.
- 3.5 Condition of Property.** Mortgagor will keep and maintain, or cause to be kept and maintained, the Property (including all improvements thereon and the sidewalks, sewers, and curbs) in good order and condition, will make or cause to be made, as and when the same becomes necessary, all structural and nonstructural and all ordinary and extraordinary repairs and all maintenance necessary to that end, will make all repairs and maintenance to the Property in a good and workmanlike manner, and will not permit, commit or suffer any waste, impairment or deterioration of the Property.
- 3.6 Improvements.** Mortgagor will not remove or demolish, or suffer or permit others to remove or demolish, any improvements installed or placed on the Property (other than tenant improvements) or, subject to the provisions of Section 3.5, cause or permit such improvements to be materially changed or altered without the prior written consent of Mortgagee, as well as Mortgagee's prior written consent to the plans and specifications relating thereto. Mortgagor will not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use or uses permitted as of the date hereof.
- 3.7 Insurance.** Mortgagor will keep all improvements, if any, now on, or that hereafter may be put upon, the Property, including fixtures and all personal property owned by Mortgagor and used in the operation of the Property, insured at all times for the benefit of Mortgagee and Mortgagor, as their respective interests may appear, against loss or damage by fire, flood, and such other risks of damage, hazards, casualties and contingencies and in the manner and form and in the amounts as specified in writing by Mortgagee from time to time, subject to the requirements of the Loan Agreement and the following additional terms and conditions:
- 3.7.1** Such insurance will be issued by a company or companies and in amounts acceptable to, and in every respect satisfactory to Mortgagee and Mortgagor will use its good faith efforts to obtain a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without 10 days' prior written notice to Mortgagee, but in any event Mortgagor shall provide such notice to Mortgagee. If Mortgagor fails to carry any insurance required to be carried by Mortgagor under the terms of this Mortgage, Mortgagee, at its option, may procure and maintain such insurance and Mortgagor will promptly reimburse Mortgagee for any premiums paid by Mortgagee for such insurance. The originals or appropriate certificates of all policies of insurance

required to be carried under this Mortgage, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Mortgagee of such payment, will be delivered to Mortgagee concurrently with the execution and delivery hereof. Mortgagor will deliver to Mortgagee a new policy (or certificate, in the case of insurance for which only certificates have been previously furnished) bearing such notation or accompanied by such other evidence as replacement for any expiring policy at least 30 days before the date of such expiration.

- 3.7.2 All policies of insurance required by this Section will contain a standard mortgagee clause in favor of Mortgagee and a waiver of insurer's right of subrogation against funds paid under the standard mortgagee endorsement. In case of a loss payable under such insurance for damage to or destruction of the Property, the right to adjust all claims under such insurance policies (jointly with Mortgagor), and the application of the proceeds of any such claim, are assigned to Mortgagee. Mortgagor hereby assigns to Mortgagee all amounts recoverable under any such policy. Except as may be otherwise provided in tenant leases approved by Mortgagee, the amount collected by Mortgagee, at the option of Mortgagee, may be used in any one or more of the following ways: (i) applied to the payment of any sums then in default to Mortgagee hereunder; (ii) used to fulfill any of the covenants contained herein which Mortgagor has failed to fulfill, as Mortgagee may determine; (iii) unless the insurer denies liability to any insured, used to restore the Property to a condition satisfactory to Mortgagee; (iv) applied upon the Indebtedness, whether the Indebtedness is then matured or unmatured; or (v) released to Mortgagor. Mortgagee is hereby irrevocably appointed by Mortgagor as attorney-in-fact of Mortgagor to assign any policy in the event of the foreclosure of this Mortgage or other extinguishment of the Indebtedness, and Mortgagor will have no right to reimbursement for premiums unearned at the time of any such assignment.
- 3.7.3 In the event of either a partial or total loss, all proceeds and rights of action are hereby assigned to Mortgagee. At its option, in its own name, Mortgagee will be entitled to commence, appear in and prosecute any action or proceedings or to make any compromise or settlement in connection with any such loss. The payment to Mortgagee of such insurance proceeds will not cure or waive any Event of Default hereunder. Notwithstanding such total or partial loss, all payments of the Indebtedness will be made without reduction, modification or interruption and all applicable terms and conditions of this Mortgage will be applicable to Mortgagor without modification or interruption.
- 3.7.4 In the event of a conflict between any provisions of this Section and the terms of the Loan Agreement relating to insurance, the provision in the Loan Agreement will control.
- 3.8 **Sale, Transfer or Encumbrance.** Mortgagor will not, voluntarily or involuntarily, further mortgage, sell or convey, grant a deed of trust, pledge, grant a security interest in, lease, execute a land contract or installment sales contract, or otherwise dispose of, further encumber or suffer the encumbrance of, whether by operation of law or otherwise, any or all of its interest in the Property without Mortgagee's prior written consent.
- 3.9 **Mechanics Liens.** Mortgagor will keep and maintain the Property free from all liens of persons supplying labor and materials for the construction, modification, repair or maintenance of any building or improvements whether on the Property or not. If any such lien is filed against the Property, Mortgagor will discharge the same of record within 30 days after the lien is filed or, if

not filed, within 30 days after Mortgagor has notice thereof, provided that, in connection with any such lien or claim that Mortgagor may in good faith desire to contest, Mortgagor may contest the same by appropriate legal proceedings, diligently prosecuted, upon the posting of a bond or other security satisfactory to Mortgagee.

- 3.10 Eminent Domain.** Mortgagor will give Mortgagee immediate written notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Property, and will deliver to Mortgagee copies of any and all documents relating to such proceedings. All awards heretofore or hereafter made by any public or quasi-public authority to the present and any subsequent owner of the Property by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property, are hereby assigned to Mortgagee and Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award from the authorities making the same and to give proper receipts and acquittances therefor. The proceeds may be used, at Mortgagee's election, in any one or more of the following ways: (i) applied to the payment of any sums then in default to Mortgagee hereunder; (ii) used to fulfill any of the covenants contained herein which Mortgagor has failed to fulfill, as Mortgagee may determine; (iii) used to replace or restore the Property to a condition satisfactory to Mortgagee; (iv) applied upon the Indebtedness, whether the Indebtedness is then, matured or unmatured; or (v) released to Mortgagor. Mortgagee will have the right to intervene and participate (jointly with Mortgagor) in any proceedings for and in connection with any such taking. Upon request of Mortgagee, Mortgagor will make, execute, and deliver all assignments and other instruments sufficient for the purpose of assigning all such awards to Mortgagee free, clear and discharged of all encumbrances. Mortgagee will not be, in any event or circumstance, liable or responsible for failure to collect or exercise diligence in connection with any proceeds, judgments, decrees, or awards.
- 3.11 Unpaid Impositions.** In the event that any governmental agency claims that any tax or other governmental charge or Imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the Indebtedness (other than income tax, franchise tax or similar tax on the interest or premium receivable by Mortgagee thereunder) and including any recording tax, documentary stamps or other tax or imposition on the Note or this Mortgage, Mortgagor forthwith will pay such tax and, within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof or if Mortgagor is contesting the same in good faith, Mortgagor will establish with Mortgagee security in form, substance and amount reasonably acceptable to Mortgagee for the payment thereof.
- 3.12 Environmental Matters.** Qualified, however, as to Section 3.12.3, below, by those matters, if any, set forth in the environmental site assessment of the Property in form and substance satisfactory to Lender and delivered to Lender in connection with the execution of this document:
- 3.12.1** Mortgagor and the activities or operations at the Property are in compliance in all material respects with all applicable federal, state and local, statutes, laws, regulations, ordinances, policies and orders relating to regulation of the environment, health or safety, or contamination or cleanup of the environment (collectively "Environmental Laws").
- 3.12.2** Mortgagor has obtained and will maintain all approvals, permits, licenses, certificates, or satisfactory clearances from all governmental authorities required under Environmental Laws with respect to the Property and any activities or operations at the Property.

- 3.12.3** To the best of Mortgagor's knowledge, after having conducted all appropriate inquiries as set forth at 42 U.S.C. Section 9601 (35)(B) and 40 CFR Part 312 and/or the current ASTM Standard E1527 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and any similar standards for environmental investigations set forth under applicable state Environmental Laws ("Due Investigation"), (i) there have not been and are not now any chemicals, substances and/or materials listed under or otherwise governed or regulated by any Environmental Laws including, without limitation, hazardous or toxic substances, wastes or materials, petroleum products or any constituents thereof (collectively "Hazardous Substances") in, on, under or about the Property, and (ii) there are no conditions indicative of releases or threatened releases of Hazardous Substances on, at, in or to the Property or a recognized environmental condition as defined in the ASTM E1527 Standard. Except as permitted by applicable Environmental Laws and any permits issued thereunder, the use which Mortgagor makes and intends to make of the Property will not result in the release or threatened release of Hazardous Substances in, on, to or from the Property,.
- 3.12.4** To the best of Mortgagor's knowledge, after Due Investigation, there have been no complaints, citations, claims, notices, information requests, orders or directives relating to Environmental Laws and/or Hazardous Substances (collectively "Environmental Claims") made or delivered to, pending or served on, or anticipated by Mortgagor or its agents, or of which Mortgagor or its agents, are aware or should be aware (i) issued by any governmental department or agency having jurisdiction over the Property or the activities or operations at the Property, or (ii) issued or claimed by any third party relating to the Property or the activities or operations at the Property.
- 3.12.5** To the best of Mortgagor's knowledge, after Due Investigation, no asbestos-containing materials are installed, used, or incorporated into the Property, and no asbestos-containing materials have been disposed of on the Property.
- 3.12.6** To the best of Mortgagor's knowledge, after Due Investigation, no polychlorinated biphenyls ("PCBs") are located at, on or in the Property in the form of electrical equipment or devices, including, but not limited to, transformers, capacitors, fluorescent light fixtures with ballasts, cooling oils or any other device or form.
- 3.12.7** To the best of Mortgagor's knowledge, after Due Investigation, there have not been and are not now any underground storage tanks located within or about the Property.
- 3.12.8** The Property does not contain any wetlands as that term is defined by relevant governmental agencies under Environmental Laws and, to the best of Mortgagor's knowledge, after Due Investigation, there has been no filling of wetlands on the Property in violation of Environmental Laws.
- 3.12.9** In the event that any there is a release or disposal of Hazardous Substances (as those terms are defined under Environmental Laws) at the Property, or Hazardous Substances are otherwise found to be in, on, under or about the Property in violation of Environmental Laws or in excess of cleanup levels established under Environmental Laws, Mortgagor immediately will notify Mortgagee in writing and will commence such action as may be required with respect to such items, including, but not limited to, removal and cleanup thereof, and deposit with Mortgagee cash collateral, letter of credit,

bond or other assurance of performance in form, substance and amount reasonably acceptable to Mortgagee to cover the cost of such action. Upon request, Mortgagor will provide Mortgagee with updates on the status of Mortgagor's actions to resolve or otherwise address such items.

- 3.12.10** In the event Mortgagor receives notice of an Environmental Claim from any governmental agency or other third party alleging a violation of or liability under Environmental Laws with respect to the Property or Mortgagor's activities or operations at the Property, Mortgagor immediately will notify Mortgagee in writing and will commence such action as may be required with respect to such Environmental Claim. Upon request, Mortgagor will provide Mortgagee with updates on the status of Mortgagor's actions to resolve or otherwise address such Environmental Claim.
- 3.12.11** Mortgagee will not be deemed to assume any liability or obligation for loss, damage, fines, penalties, claims or duties to clean-up or dispose of wastes or materials on or relating to the Property merely by conducting any inspections of the Property or by obtaining title to the Property by foreclosure, deed in lieu of foreclosure or otherwise. Mortgagor, including its successors and assigns, agrees to remain fully liable and will indemnify, defend and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns, from and against any claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, liabilities, costs, expenses, clean-up costs, waste disposal costs, litigation costs, fines, penalties, damages and other related liabilities arising from (i) the failure of Mortgagor to perform any obligation herein required to be performed by Mortgagor, (ii) the removal or other remediation of Hazardous Substances at or from the Property, [(iii) the removal or other abatement of any asbestos-containing material from the Property (or if removal is prohibited by law, the taking of whatever action is required by law, including without limitation, the implementation of any required operation or maintenance program) -- should not be required], (iv) any act or omission, event or circumstance existing or occurring resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Property, (v) any and all claims or proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental and natural resource damages or impairment and any other injury or damage resulting from or relating to any Hazardous Substances located upon or migrating into, from or through the Property (whether or not any or all of the foregoing was caused by the Mortgagor or its tenant or subtenant, or a prior owner of the Property or its tenant or subtenant, or any third party and whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of such Hazardous Substances or the mere presence of such Hazardous Substances on the Property), and (vi) Mortgagor's breach of any representation or warranty contained in this Section. Without limitation, the foregoing indemnities will apply to Mortgagee with respect to claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgments, penalties, costs and expenses (including reasonable attorneys' fees and court costs) which in whole or in part are caused by or arise out of the negligence of Mortgagee. Such indemnity, however, will not apply to Mortgagee to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of Mortgagee. All environmental representations, warranties, covenants, and indemnities will continue



indefinitely and may not be cancelled or terminated except by a writing signed by Mortgagee specifically referring to this Section.

**3.12.12** Notwithstanding anything contained to the contrary in the Note, or other documents evidencing or securing the Indebtedness, the provisions of this Section will survive the termination or expiration of the Indebtedness, the full repayment of the Indebtedness, or the acquiring of title by Mortgagee or its successors and assigns by foreclosure, deed in lieu of foreclosure or otherwise, and will be fully enforceable against Mortgagor and its successors and assigns. The provisions of this Section will constitute a separate undertaking by Mortgagor and will be an inducement to Mortgagee in extending the Loan evidencing the Indebtedness to Mortgagor. The provisions of this Section will not be subject to any anti-deficiency or similar laws.

**3.13** **Suits and Judgments.** There are no judicial or administrative actions, suits or proceedings (including without limitation any judgments, garnishments or attachments) pending or to the best of Mortgagor's knowledge, threatened against, affecting or involving Mortgagor, any other person liable, directly or indirectly, for the Indebtedness, or the Property, or any other property owned by Mortgagor, or any other person liable, directly or indirectly, for the Indebtedness.

#### **4. ASSIGNMENT OF RENTS AND LEASES.**

**4.1** **Assignment.** Mortgagor hereby transfers and assigns to Mortgagee as further security for the payment of the Indebtedness all of the following (collectively, the "Leases"): (i) all present and future leases granted by Mortgagor covering all or any portion of the Property, (ii) all agreements for use or occupancy of any portion of the Property, (iii) all present and future ground leases for use or occupancy of any portion of the Property, (iv) any and all guarantees of the performance of any lessee under any lease of all or any part of the Property, (v) any extensions, amendments, modifications, supplements or replacements to any lease of all or any part of the Property (or to any guarantee or other item assigned pursuant to this Section) and (vi) any and all further leases and subleases, lettings or agreements (including rights and respective tenants holding over and tenancies following attornment) of all or any part of the Property. The rights assigned hereunder include but are not limited to all of Mortgagor's rights (a) to materially modify the Leases; (b) to terminate or to accept the surrender thereof; (c) to waive or release the lessees from the observance or performance by the lessees of any material covenant or condition of the Leases; and (d) to give any consent to any assignment of the Leases or any sublease of any part of the Property.

**4.2** **Duties of Mortgagor.** Mortgagor will observe and perform all covenants and conditions to be observed or performed by the lessor under the Leases and enforce the observance and performance of the Leases by the lessees. Mortgagor will not cancel, surrender, terminate, or materially alter, amend or modify any Leases, release any party liable thereunder or consent to the assignment of the interests of any lessees without the prior written consent of Mortgagee which consent will not be unreasonably withheld. Mortgagor will not permit the prepayment of any rents under the Leases for more than 30 days in advance of their due date without the prior written consent of Mortgagee. The form of lease to be used for tenants in the Property will be submitted to Mortgagee.

**4.3** **Rights of Mortgagee.** If Mortgagor fails to observe or perform any covenant or condition to be observed or performed by Mortgagor under any of the Leases, Mortgagee, without obligation to do so and without notice to or demand on Mortgagor or releasing Mortgagor from its obligation to

do so, may perform such covenant or condition and, to the extent that Mortgagee incurs any costs or pays any monies in connection therewith, including any costs or expenses of litigation, the costs and expenses will be due from Mortgagor on demand and will be included in the indebtedness secured hereby and will bear interest from the incurring or payment thereof at the Default Rate (as defined in the Loan Agreement).

- 4.4 **Indemnification.** Mortgagee will not be obligated to perform or discharge any obligation or duty of Mortgagor under any of the Leases, and the acceptance of this Assignment does not constitute an assumption of any such obligation or duty. Mortgagee will not be deemed to have any responsibility for the control, care, management or repair of the Property or any responsibility or liability for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss, injury or death to any lessee, licensee, employee, stranger or other person. Mortgagor will indemnify and hold Mortgagee harmless against all liabilities, losses and damages that Mortgagee may incur under the Leases or under or by reason of this assignment except for Mortgagee's grossly negligent acts or liabilities or losses and damages arising out of Mortgagee's possession or control of the Property. This indemnification will survive the repayment of the Note and release or satisfaction of this Mortgage or the foreclosure hereof.
- 4.5 **Rent.** As long as no Event of Default exists, Mortgagor will have the right to collect all rents under any Lease, but not more than 30 days in advance of their due date. Upon the occurrence of an Event of Default, Mortgagee may take such actions with respect to the Leases and the rents, issues and profits (including the notification to lessees to make rent payments directly to Mortgagee) from the Property, as permitted by law or in equity, including but not limited to the remedies set forth in Section 6, below.
- 4.6 **Contracts.** Mortgagor will not enter into any contract for the management of the Property or appoint a rental agent for the Property without Mortgagee's prior review and written consent. Payment of any management fees or agent fees due under any such approved contract will be subordinated to the payment of the annual debt service under the Indebtedness.

## 5. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.**

- 5.1 **Security Agreement.** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the Property for which a security interest may be granted pursuant to the applicable version of the Uniform Commercial Code, including fixtures (hereinafter, the "UCC Collateral") and Mortgagor hereby grants Mortgagee a security interest in the UCC Collateral.
- 5.2 **Filings.** Mortgagor hereby authorizes Mortgagee to file any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Mortgagee may require to perfect a security interest with respect to said items, and which financing statements lists or otherwise describes the UCC Collateral as consisting of all of Mortgagor's assets or words to that effect, regardless of the actual description of the UCC Collateral set forth in this Mortgage. Mortgagor hereby ratifies any filing by Mortgagee that predates the date of this Mortgage but that was intended to perfect the security interest granted hereby. Mortgagor will pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and will pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may require.

- 5.3 Other Liens.** Without the prior written consent of Mortgagee, Mortgagor will not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the UCC Collateral, including replacements and additions thereto, except for purchase money security interests in or leases of equipment. Mortgagor will keep its books, records and documents concerning the Property at the Property or at the address set forth in Section 7.5, below. Mortgagee and its agents may examine and make extracts and copies from the books, records, and documents of Mortgagor which relate to the Property.
- 5.4 Contracts.** Mortgagor will observe and perform all covenants and conditions to be performed by Mortgagor under any contracts which are included within the Property, will enforce such contracts, will not materially modify such contracts, terminate such contracts or release parties thereto without the prior written consent of Mortgagee and will not assign or encumber its interest therein. The assignment and grant of a security interest in the Property does not constitute an assumption by Mortgagee of any obligation or duty thereunder.
- 5.5 Remedies.** Upon any Event of Default (as defined below) under this Mortgage, Mortgagee will have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage, the Loan Agreement and under applicable law. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies in this instrument. Taking possession of any of the Property and the performance of the obligations of Mortgagor thereunder will not operate to cure or waive any default or prohibit the taking of any other action by Mortgagee under any instrument or at law or in equity to enforce the payment of the Indebtedness or to realize upon any other security or guarantee therefor. Mortgagee may, so far as Mortgagor can give authority therefor, enter upon any premises on which the Property or the books and records relating to the Property are located and take possession of and remove the same therefrom. Mortgagor waives all claims for damages by reason of any seizure, repossession, retention, or sale of the Property under the terms hereof. Any requirement of reasonable notice, if necessary, will be met if such notice is mailed, postage prepaid, to the address of Mortgagor shown in Section 7.5, below, at least 10 days before the time of the sale or other disposition of the Property. The net proceeds arising from the disposition of the Property, after deducting Mortgagee's expenses, will be applied to the Indebtedness in the order determined by Mortgagee. If any excess remains after the discharge of all of the Indebtedness and the payment of all such expenses, it will be paid to Mortgagor.
- 5.6 Fixture Filing.** It is intended that as to the fixtures, as such term is defined in Ohio Rev. Code 1309.102(A)(41), that are part of the Property, this Mortgage will be effective as a continuously perfected financing statement filed pursuant to Ohio Rev. Code 1309.515(G) as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of Hamilton County, Ohio. In order to satisfy Ohio Rev. Code 1309.502(A) and Ohio Rev. Code 1309.502(B), the following information is hereby provided:

Name of Debtor: Cincinnati Christian University  
 Type of Organization: Non-profit corporation  
 State of Organization: Ohio  
 Organization Number: 132180  
 Name of Secured Party: Central Bank & Trust Co.

Address of Secured Party: 300 West Vine Street, Lexington, Fayette County, Kentucky  
40507

Record Owner of Property: Cincinnati Christian University

- 5.7 **Definitions.** Capitalized terms used herein and not otherwise defined will be given the definitions set forth in the Uniform Commercial Code in force and effect in the State indicated in the Construction and Governing Law section of this Agreement

6. **DEFAULT; REMEDIES.**

- 6.1 **Events of Default.** The entire Indebtedness will become due, at the option of Mortgagee, if any one or more of the Events of Default, as such term is defined in the Loan Agreement ("Event of Default"), occurs and is continuing beyond any applicable grace or notice period.
- 6.2 **Remedies.** Upon maturity of any of the Indebtedness, including the Note, or at any time after an Event of Default, Mortgagee will have all rights and remedies provided at law or in equity or under this Mortgage, including the right to accelerate the maturity of the Indebtedness and the right to foreclose the lien of this Mortgage.
- 6.3 **Waivers.** The failure of Mortgagee to exercise either or both of its options to accelerate the maturity of the Indebtedness secured hereby and to foreclose the lien hereof following any Event of Default, or to exercise any other option granted to Mortgagee or the acceptance by Mortgagee of partial payments of such Indebtedness, will neither constitute a waiver of any such default or of Mortgagee's options hereunder nor establish, extend or affect any grace period for payments due under the Note, but such options will remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at Mortgagee's option, be rescinded by written acknowledgement to that effect by Mortgagee and will not affect Mortgagee's right to accelerate maturity upon or after any future default.
- 6.4 **Expenses.** In any proceeding (i) to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under the Note, this Mortgage, the Loan Agreement or any other document securing the Indebtedness; (ii) in which Mortgagee is named as a party in connection with any of the Property; or (iii) affecting the Note, this Mortgage or any of the Property; or (iv) in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, there will be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, any and all of the following expenses paid or incurred in connection with such proceeding by or on behalf of Mortgagee: reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and any similar data and assurances with respect to title to the Property as Mortgagee may deem reasonably necessary either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the premises or the Property. All expenses of the foregoing nature will be immediately due and payable by Mortgagor with interest thereon at the Default Rate.
- 6.5 **Application of Indebtedness Towards Purchase Price.** Upon any foreclosure sale, pursuant to judicial proceedings, Mortgagee may bid for and purchase the Property, and upon compliance with the terms of the sale, may hold, retain, possess and dispose of such property as its own absolute

right without further accountability. Any such purchase will permit Mortgagee to apply to the purchase price any portion of or all sums due to Mortgagee under the Indebtedness and this Mortgage in lieu of cash, to the amount which will, upon distribution of the net proceeds of such sale, be payable thereon.

- 6.6 Proceeds.** The proceeds of any foreclosure sale of the Property, or any part thereof, will be distributed and applied in the following order of priority: (a) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 6.4 hereof; (b) all other items that, under the terms of this Mortgage, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon at the highest rate permitted by law; (c) all principal and interest remaining unpaid under the Note, in the order of priority specified by Mortgagee in its sole discretion; and (d) the balance to Mortgagor or its successors or assigns, as its interests may appear.
- 6.7 Additional Remedies.** If an Event of Default has occurred and is continuing, Mortgagee, at its option, in addition to the other remedies provided herein or in law or equity, may without regard to the adequacy of security for the Indebtedness hereby secured and with or without bringing any legal action or causing any receiver to be appointed by any court (i) enter upon, take possession of, and manage and operate the Property; (ii) perform any or all obligations of Mortgagor under the Leases, and exercise the rights of Mortgagor contained therein as fully as Mortgagor itself could; (iii) let or re-let the Property or any part thereof; (iv) enforce, modify, cancel or accept the surrender of any of the Leases; (v) bring or defend any suits in connection with the possession of the Property or any part thereof, in the name of either Mortgagor or Mortgagee; (vi) make such repairs as Mortgagee may deem appropriate; (vii) pay out of rents, income or profits any liens, taxes, assessments, insurance premiums, utility charges or costs of keeping the Property in good condition and repair; (viii) in the name of either Mortgagor or Mortgagee sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid; and (ix) do all other things Mortgagee may deem necessary or proper to protect its security. Entry upon and taking possession of the Property and the collection of the rents and the application thereof will not operate to cure or waive any default under any instrument given by Mortgagor to Mortgagee or prohibit the taking of any other action by Mortgagee under any such other instrument, or at law or in equity to enforce the payment of the Indebtedness or to realize on any other security or guarantee.
- 6.8 Receivers.** Upon or at any time after the occurrence of an Event of Default, Mortgagee shall be entitled to request the appointment of a receiver of the Property. Such appointment may be made either before or after any foreclosure action or sale, without notice, and without regard to (i) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Indebtedness; (ii) the value of the Property at such time; and (iii) whether the same is then occupied as a homestead, and without bond being required of the applicant. Such receiver will have the power to take possession, control and care of the Property and to collect all rents, issues, deposits and profits thereof. Notwithstanding the appointment of any receiver, trustee, or other custodian, Mortgagee will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Mortgagee.
- 6.9 Rights of Mortgagee.** If Mortgagor fails to pay any of the Impositions or to make any other payment required to be paid by Mortgagor under this Mortgage at the time and in the manner provided in this Mortgage, or if an Event of Default occurs, then without limiting the generality of

any other provision of this Mortgage and without waiving or releasing Mortgagor from any of its obligations hereunder, Mortgagee will have the right, but will be under no obligation, to pay any of the Impositions or other payment, or any sums due under this Mortgage, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagor, provided that, unless in Mortgagee's judgment the sending of a 10 day notice will impair the security of the lien of the Mortgage, Mortgagee will give Mortgagor 10 days' prior written notice prior to making any such payment. Mortgagee and any person designated by Mortgagee is hereby granted the right to enter upon the Property at any time and from time to time for the purpose of performing any such act or taking any such action, and all monies expended by Mortgagee in connection with making such payment or performing such act (including, but not limited to, legal expenses and disbursements), together with interest thereon at the Default Rate will be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee and will be secured by this Mortgage.

7. **MISCELLANEOUS.**

- 7.1 **Rights Cumulative.** The rights of Mortgagee arising under this Mortgage and the Note and other documents securing the Indebtedness or any part thereof will be separate, distinct and cumulative and none of them will be exclusive of the others. No act of Mortgagee and nothing contained herein will be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision.
- 7.2 **Waivers.** A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note or any documents securing the Indebtedness or any part thereof, will apply to the particular instance or instances and at the particular time or times only, and no such waiver will be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents will survive and continue to remain in full force and effect. No waiver will be asserted against Mortgagee unless in writing signed by Mortgagee.
- 7.3 **Titles.** The titles to the Sections hereof are for reference only and do not limit in any way the content thereof.
- 7.4 **Amendments.** No change, amendment, modification, cancellation or discharge hereof, or any part hereof, will be valid unless in writing and signed by the parties hereto or their respective successors and assigns.
- 7.5 **Notices.** All notices, demands, requests, consents or approvals and other communications required or permitted hereunder will be in writing, and, to the extent required by applicable law, will comply with the requirements of the Uniform Commercial Code then in effect, and will be addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To Mortgagor at: Cincinnati Christian University  
2700 Glenway Avenue  
Cincinnati, Ohio 45204  
Attn: David M. Faust or Charles O. Abbott

To Mortgagee at: Central Bank & Trust Co.  
 300 West Vine Street  
 Lexington, Kentucky 40507  
 Attn: Paul R. Thornsberry

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth business day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

- 7.6 **Construction and Governing Law.** The creation of Mortgagee's rights and interest hereunder, the perfection of the lien, security interest and other rights and interest granted or otherwise arising hereunder and the exercise of Mortgagee's rights, powers and remedies with relation to the Property will be governed by and construed in accordance with the laws of the State of Ohio without regard to conflicts of law principles. Otherwise, the Loan Agreement, the Note, and other documents securing or executed in connection therewith will be construed in accordance with the laws of the Commonwealth of Kentucky, excluding its conflict of laws rules, and will include all matters arising out of or relating to this Mortgage, including without limitation claims as to its validity, interpretation, construction, performance, and all claims sounding in tort.
- 7.7 **Waivers by Mortgagor.** Mortgagor hereby expressly waives, to the extent permitted by law, the equity of redemption, any statutory right of redemption, dower and homestead and all other rights and exemptions of every kind in and to the Property.
- 7.8 **Releases.** Mortgagor agrees that Mortgagee, without notice to or further consent of Mortgagor, may release or discharge any persons who are or may become liable for the payment of the Indebtedness or release or discharge any other collateral for the payment of the Indebtedness and any such release or discharge will not alter, modify, release or limit the validity and enforceability of this Mortgage or the liability of Mortgagor under the Indebtedness or this Mortgage.
- 7.9 **Appraisal.** From time to time, but in any event no more often than once each calendar year, Mortgagee may require a reappraisal of the market value of the Property, which appraisal will be paid for by Mortgagor. Such appraisal will be in form and content satisfactory to Mortgagee and be performed by an independent, certified appraiser selected by Mortgagee.
- 7.10 **Joint and Several.** If this Mortgage is executed by more than one person or entity as the "Mortgagor," the obligations of such persons or entities hereunder will be joint and several. Unless otherwise specified herein, any reference to "Mortgagor" will mean each such person or entity executing this Mortgage individually and all of such persons or entities collectively. This Mortgage will bind Mortgagor and the heirs, administrators, successors and assigns of Mortgagor, and the benefits hereof will inure to the benefit of Mortgagee and its successors and assigns. All references herein to the "Mortgagor" and "Mortgagee" will be deemed to apply to Mortgagor and Mortgagee and their respective heirs, administrators, successors and assigns; provided, however, that Mortgagor may not assign this Mortgage in whole or in part without the prior written consent of Mortgagee, and Mortgagee at any time may assign this Mortgage in whole or in part.

- 7.11 **Priority of Mortgage Lien.** Mortgagee is authorized to do all things permitted or sanctioned by Ohio Revised Code section 1311.14, as now existing or as hereafter amended.

8. **FUTURE ADVANCES.**


- 8.1 **Advances by Mortgagee.** This Mortgage will secure unpaid balances of any loan advances, whether obligatory or not, made by Mortgagee to Mortgagor, or, if more than one, any one of them, after this Mortgage is delivered for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum amount of unpaid loan indebtedness which may be outstanding at any time, which is \$33,525,000, provided that this Mortgage will also secure unpaid balances of advances made for the payment of taxes, assessments, insurance or expenses incurred for the protection of the Property.
- 8.2 **Other Liens.** It is agreed that the lien hereby created will take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the Property, and in the event the proceeds of the Indebtedness are used to pay off and satisfy any liens existing on the Property, then Mortgagee is, and will be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.
- 8.3 **Nature of Advances.** This Mortgage is given to secure repayment of advances made pursuant to the Loan Agreement which advances are obligatory. Mortgagor agrees that the loans secured by this Mortgage may be paid out by Mortgagee as provided in the Loan Agreement, or any amendment thereto, and Mortgagee may do all things as provided to be done by Mortgagee thereunder.


9. **DEFEASANCE**

If Mortgagor keeps, observes and performs all of the covenants and conditions of this Mortgage on Mortgagor's part to be kept and performed and pays, or causes to be paid, to Mortgagee the Note as to both principal and interest, and all extensions, renewals and amendments thereof, and all of the other Indebtedness, and repays any loans and advances hereafter made by Mortgagee under the terms hereof, then this Mortgage will be void, otherwise it will remain in effect.

Executed on May 29, 2013 by David M. Faust and Charles O. Abbott, duly authorized officers of Mortgagor.

CINCINNATI CHRISTIAN UNIVERSITY

By:   
 Print Name: David M. Faust  
 Title: President

By:   
 Print Name: Charles O. Abbott  
 Title: Vice President and Chief Financial Officer



STATE OF Ky )  
 ) SS:  
 COUNTY OF Kayette )

Executed and acknowledged before me on the 29<sup>th</sup> day of May 2013, by David M. Faust, the duly authorized President of Cincinnati Christian University, on behalf of the non-profit corporation.

Sharon B. Jole  
 Notary Public #427069  
 My Commission Expires: 08-30-14

STATE OF Kentucky )  
 ) SS:  
 COUNTY OF Kayette = )

Executed and acknowledged before me on the 29<sup>th</sup> day of May 2013, by Charles O. Abbott, the duly authorized Vice President and Chief Financial Officer of Cincinnati Christian University, on behalf of the non-profit corporation.

Sharon B. Jole  
 Notary Public #427069  
 My Commission Expires: 08-30-14

This instrument was prepared by:  
 Kimberly K. Mauer, Esq.  
 Frost Brown Todd LLC  
 3300 Great American Tower  
 301 E. Fourth Street  
 Cincinnati, Ohio 45202  
 513.651.6800

**EXHIBIT A****PARCEL 1**

Situated in Section 30, Township 4, Fractional Range 1, of the Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio and being part of Lot #29 of Charles Lehman's Subdivision (Plat Book 109, page 149), Hamilton County Records), acreage abutting thereto the south, and also a 1.22 acre tract described in the deed of the Sheriff of Hamilton County to the Harry Goldblatt Realty Company recorded in Deed Book 1060, page 217 of said County Records, and is more particularly bounded and described as follows:

Beginning at a point in the south right-of-way line of Lehman Road, which point is South 97 deg. 46' East 446.98 feet from the northwest corner of Lot #82 of William H. Neff's Subdivision (Plat Book 11, page 58, Hamilton County Records); thence from said beginning point, continuing along the south line of Lehman Road, South 87 deg. 46' East 172.69 feet to an angle in said road; thence South 64 deg. 21' East along the north line of said Lot #29, 248.82 feet to the southerly corner of William B. Dobson Estate Subdivision (Case 31665 S.C. BB.4, page 286 Hamilton County Records); thence South 58 deg. 44' East 90.00 feet to a point in the west line of Rudolph Avenue; thence along said west line South 32 deg. 15' West 50.00 feet to an angle; thence South 10 deg. 20' West continuing along the west line of Rudolph Avenue 338.62 feet to a point in the south line of said Lot 29; thence continuing along the west line of Rudolph Avenue, South 10 deg. 20' West 137.93 feet; thence North 97 deg. 46' West 286.28 feet to a corner; thence due North, crossing the south line of Lot #29 at 136.65 feet, for a distance of 160.00 feet; thence North 67 deg. 41' 30" West 160.00 feet, thence North 22 deg. 18' 30" East 166.00 feet; thence South 67 deg. 41' 30" East 60.00 feet; thence North 22 deg. 18' 30" East 216.51 feet; thence North 49 deg. 34' West 168.44 feet to the point of beginning containing 5.240 acres.

The above herein described tract shall be subject to an easement of right of way for all roadway purposes, said easement of right-of-way being over a strip of land which extends from the south side of Lehman Road to the southerly side of the above described and being 20 feet in width, 10 feet in width on each side of a centerline which is described as follows:

Beginning in the south side of Lehman Road at a point which is South 87 deg. 46' East 463.15 feet from the north west corner of said Lot #82 of William H. Neff's Subdivision; thence from said point South 49 deg. 34' East 199.74 feet to a point of curve; thence curving to the right along the arc of circle having a radius of 50.00 feet and a central angle of 71 deg. 52' 30" for a distance of 62.72 feet; thence South 22 deg. 19' 30" West 121.81 feet; thence South 1 deg. 02' 05" East 69.71 feet; thence South 11 deg. 50' 55" West 109.23 feet; thence South 2 deg. 16' 08" West 185.07 feet more or less to a point in the south line of the first above described, said point being South 87 deg. 46' East 31.7 feet from the southerly south west corner of said tract.

Deed Book 4266, Page 657

Parcel Number: 172-17-13 & 14 (cons.)

**PARCEL 2**

Situated in Section 30, Township 4, Fractional Range 1, of the Miami Purchase, in the City of Cincinnati, Hamilton county, Ohio and being part of Lot 29 of Charles Lehman's Subdivision (Plat Book 109, page 149, Hamilton County Records), acreage abutting thereto to the south, and as more particularly bound and described as follows:

Beginning at a point which is the north east corner of Lot 83 of William H. Neff's Subdivision as recorded in Plat Book 11, page 58 of the Hamilton County, Ohio records, and then extending eastwardly along the south line of Lehman Road South 87 deg. 46' East 336.17 feet to a point, said point being the point of beginning in the description set forth in Deed Book 4266, page 659 of the Hamilton County, Ohio records; thence south 49 deg. 34' East, 168.44 feet to a point; thence south 22 deg. 18' 30" West, 216.51 feet to a point; thence North 67 deg. 41' 30" West 60 feet to a point; thence South 22 deg. 18' 30" West, 166 feet to a point; thence South 67 deg. 41' 30" East 160 feet to a point; thence due south 160 feet to a point; thence South 87 deg. 46' East 286.28 feet to a point in the West line of Rudolph Avenue; thence South 12 deg. 20' West along the west line of Rudolph Avenue, 555.72 feet to a point; thence North 88 deg. 24' West 574.30 feet to a point in the North line of Glenway Avenue; thence along the North line of Glenway Avenue, North 42 deg. 0' West 562.40 feet to a point; thence North 57 deg. 48' West, 8.32 feet to a point which point is in the East line of the said William H. Neff's Subdivision; thence North 36 deg. 0' East along the East line of the said William H. Neff's Subdivision, 476.27 feet to a point; thence North 19 deg. 01' East, 229.80 feet to a point in the East line of Lot 84 of said William H. Neff's Subdivision, thence North 5 deg. 12' East along the east line of said William H. Neff's Subdivision, North 5 deg. 12' East, 231.98 feet to the point and place of beginning. A survey of this property was made by Nelson M. Clinton, State of Ohio Surveyor No. 1146 on June 7, 1983 and is filed with the Hamilton County Engineer's Office on the second floor of the Hamilton County Administration Building.

Deed Book 1843, page 413 and Deed Book 1843, Page 470

Parcel Number: 172-0017-0001 (1-6 cons.)

### **PARCEL 3**

Situate in the City of Cincinnati, in Section 30, Town 4, Fractional Range 1, and Section 25 and Town 3, Fractional Range 2 of the Miami Purchase, Hamilton County, Ohio, and more fully described as follows:

Beginning at the intersection of the northerly line of Lehman Road and the westerly line of Charles Lehman's Subdivision as per plat thereof recorded in Deed Book 109, page 149 of the Records of Hamilton County, Ohio; thence northwardly with the said westerly line of said Subdivision 547.43 feet to a point; thence south 88 deg. 5' East 393.50 feet to a point in the westerly line of Orange Avenue; thence South 24 deg. 38' East with said westerly line of Orange Avenue, 615.78 feet, more or less, to the intersection of said westerly line of Orange Avenue and said northerly line of Lehman Road; thence north 87 deg. 46' west 665.37 feet to the point of beginning, containing 6.669 Acres; being part of Lots Nos. 23 and 24 of said Charles Lehman's Subdivision; Together with a right of way for all purposes of transit and set forth in Parcel 1 of Deed Book 4249, pages 445.

Deed Book 4249, Page 445

Parcel Number: 172-0013-0021 and 172-0013-0022

### **PARCEL 4**

Situate in Section Thirty (30), Storrs Township, and in Section Twenty-five (25) in Millcreek Township, both now in the City of Cincinnati, County of Hamilton and State of Ohio, being part of Lots numbered Four (4) and Five (5) as shown upon the plat of George Milne of the Mt. Harrison Property, recorded in Deed Book No. 125, page 612, of the records of said county, bounded and more particularly described as follows:

Beginning at a point in the north line of Lehman Road at the southeast corner of Lot No. Five (5) as shown upon the plat of George Milne of the Mt. Harrison Property recorded as shown above; thence northwardly along the east line of said Lot No. Five (5), five hundred and seventy (570) feet to the northeast corner of said Lot No. (5); thence westwardly parallel to the north line of Lehman Road and along the north line of said Lots Nos. Four (4) and Five (5), five hundred and twenty-eight (528) feet to the northwest corner of said Lot No. Four (4); thence southwardly along the west line of said Lot No. Four (4); three hundred (300) feet to a point in the west line of said Lot No. Four (4); thence eastwardly parallel to the north line of Lehman Road, two hundred and ninety-three (293) feet to a point; thence southwardly parallel to the east line of said Lot No. Five (5), two hundred and seventy (270) feet to a point in the north line of Lehman Road; thence eastwardly along the north line of Lehman Road, two hundred and thirty-five (235) feet to the southeast corner of said Lot No. Five (5) and the place of beginning. Being the same premises conveyed to the Grantor herein by deed recorded in Deed Book 4068, page 360 of the records of Hamilton County, Ohio. Approximately 5 acres.

Deed Book 4249, Page 445

Parcel Number: 172-0013-0109

#### **PARCEL 5**

Being Lot No. 82 of the Subdivision made by William Howard Neff, a plat of which is recorded in Plat Book 11, Page 58 of the Records of Hamilton County, Ohio. Said lot has a frontage of fifty (50) feet on South side of Lehman Avenue.

Deed Book 3913, Page 646

Parcel Number: 172-0018-0015

#### **PARCEL 6**

Being Lot No. 83 of William Howard Neff's Subdivision, as recorded in Plat Book 11, page 58 of the Hamilton County, Ohio Records. Said lot has a frontage of 60.81 feet on the south side of Lehman Avenue, being all of Lot Nos. 82 and 83 of the Subdivision made by William Hoard Neff, a plat of which is recorded in Plat Book 11, page 58 of the Records of Hamilton County, Ohio. Said lots have a combined frontage of 110.81 feet on the south side of Lehman Avenue.

Deed Book 3913, Page 646

Parcel Number: 172-0018-0016

#### **PARCEL 7**

Located in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 84 and 85 of William Howard Neff's Subdivision as recorded in Plat Book 11, Page 58 of the Hamilton County, Ohio Recorder's Plat Records.

Deed Book 3738, Page 566

Parcel Numbers: 172-0018-0030 and 172-0018-0031

**PARCEL 8**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being more particularly described as follows:

Being known and described as the east forty (40) feet of Lot Numbered Seventy-six (76) and all of Lot No. Seventy-nine (79) of Wm. H. Neff's Subdivision, as recorded in Plat Book 11, page 58, Hamilton County, Ohio Plat Records.

Deed Book 4332, Page 509

Parcel Numbers: 172-0018-0029 and 172-0018-0081

**PARCEL 9**

Situated in the City of Cincinnati, Hamilton County, Ohio, Section 30, Town 4, Fractional Range 1, Storrs Township, and being part of Claypole Avenue, and also part of an unnamed street as shown on the Plat of William H. Neff's Subdivision as recorded in Plat Book 11, Page 58, Hamilton County, Ohio Records, and is more particularly bounded and described as follows:

Beginning in the north line of Claypole Avenue, at the corner common to Lots 79 and 85 of William H. Neff's Subdivision; thence South 88° 08' 30" East along said north line 126.82 feet more or less to the easterly terminus of Claypole Avenue at the west line of the Cincinnati Bible Seminary property; thence along said Cincinnati Bible Seminary line South 18° 50' West 219.56 feet more or less to a point on the easterly extension of the south line of Lots 78 and 86; thence North 88° 08' 30" West along said easterly extension of the south line of Lots 78 and 86, a distance of 26.14 feet to the south east corner of said Lot No. 86; thence North 18° 50' East along the easterly side of said Lot 156.83 feet more or less to the north east corner of said Lot No. 86 and south line of Claypole Avenue; thence North 88° 08' 30" West along said line 81.79 feet to the north west corner of said lot; thence North 1° 18' 30" East 60.00 feet to the point of beginning, containing 10,963 square feet.

This description was prepared by Nelson M. Clinton, Registered Surveyor 1146 in Ohio.

Being part of the land dedicated for street purposes by plat of William H. Neff's Subdivision, recorded in Plat Book 11, Page 58, Hamilton County, Ohio, Recorder's Office.

Deed Book 4222, Page 772

Parcel Number: 172-0018-0085

**PARCEL 10**

Situated in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 78 of William H. Neff's Subdivision as recorded in Plat Book 11, page 58, Hamilton County, Ohio Records.

Deed Book 4065, Page 915

Parcel Number: 172-0018-0044

**PARCEL 11**

Situated in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 86 of William H. Neff's Subdivision as recorded in Plat Book 11, page 58, Hamilton County, Ohio Records.

Deed Book 4065, Page 916

Parcel Number: 172-0018-0045

**PARCEL 12**

INTENTIONALLY OMITTED

**PARCEL 13**

Lots No. Eighty (80) and Eighty-One (81) of the subdivision made by William Howard Neff, a plat of which is recorded in Plat Book 11, page 58 of the records of Hamilton County, Ohio.

Being the same premises conveyed to the grantors herein by deed recorded in Deed Book 3010, page 108, Hamilton County, Ohio Records.

Deed Book 7425, Page 810

Parcel Number: 172-0018-0013

**PARCEL 14**

Situated in the City of Cincinnati, Hamilton County, Ohio, to-wit:

Lot Number Thirty-Four (34) of William Howard Neff's Subdivision as recorded in plat book 11, page 58 of the Records of Hamilton County, Ohio.

Said premises fronting fifty (50) feet on the southerly side of Lehman Road and extending one hundred and fifty (150) feet in depth along the Easterly side of Wing Avenue, on Price Hill, and being the same width in rear as in front.

Deed Book 6648, Page 4653

Parcel Number: 172-0018-0001

**PARCEL 15**

Situated in the City of Cincinnati, Hamilton County, Ohio and being known as part of Lot No. 91 and part of Lot No. 88 of the William H. Neff Subdivision, as recorded in Plat Book 1, page 58, Hamilton County, Ohio Plat Records, and being more particularly described as follows: Beginning at a point in the South line of Sterrett Avenue at the Northwest corner of said Lot No. 91; thence extending Southwardly along the westerly line of said Lot No. 91 a distance of 74.91 feet to a point 20 feet northeasterly of the southwest corner of said Lot No. 91; thence extending southeastwardly a distance of 53 feet, more or less, to a point in the East line of said Lot No. 91, which point lies 10 feet northeasterly from the Southeast corner of said Lot No. 91 thence continuing eastwardly along said line a

distance of 10 feet to a point, which point lies 10 feet southeast of the East line of Lot No. 91; thence Northeastwardly a distance of 100 feet to a point in the south line of Sterrett Avenue and the North line of said Lots Nos. 91 and 88 a distance of 70.35 feet to the northwestwardly corner of said Lot No. 91 to the point of beginning.

Together with sewer easements as set forth in Deed Book 2178, page 452, Deed Book 2182, page 59, Deed Book 2462, page 18 and Deed Book 3755, page 696.

Deed Book 7831, Page 1497

Parcel No.: 172-0018-0067

#### **PARCEL 16**

Situated in the City of Cincinnati, Hamilton County, Ohio and being known as Lot No. 90 of William H. Neff's Subdivision, as recorded in Plat Book 11, Page 58 of the Hamilton County, Ohio Records.

And also situate in the City of Cincinnati, Hamilton County, Ohio and being part of Lot No. 91 of William Howard Neff's Subdivision, as recorded in Plat Book 11, Page 58 of the Hamilton County, Ohio, Records, and more particularly described as follows: Beginning at the southwest corner of said Lot No. 91 of said subdivision; thence northeastwardly and along the westerly line of said Lot No. 91, 20 feet to a point; thence southeastwardly to a point in the easterly line of said Lot 91, which point is ten feet north of the southerly line of said Lot 91; thence southwestwardly along the easterly line of said Lot 91, 10 feet to the southeasterly corner of said Lot No. 91; thence westwardly and along the southerly line of said Lot 91, 53.21 feet to the southwest corner of said Lot 91, the point and place of beginning.

Deed Book 8145, Page 1556

Parcel No. 172-00018-0064 and 74 (cons.)

#### **PARCEL 17**

Situated in the City of Cincinnati, Hamilton County, Ohio, and being known as Lot 89 of William H. Neff's Subdivision as recorded in Plat Book 11, Page 58 Hamilton County, Ohio Records.

Deed Book 8145, Page 1556

Parcel No.: 172-0018-0065

#### **PARCEL 18**

Situated in the City of Cincinnati, Hamilton County, Ohio and being known as part of Lot No. 88 of William Howard Neff's Subdivision, as recorded in Plat Book 11, Page 58 of the Hamilton County, Ohio Records and more particularly described as follows, to-wit:

Beginning at the northeast corner of said Lot No. 88 of said William Howard Neff's Subdivision; thence southwardly and along the easterly line of said lot, one hundred twenty-five and 90/100 (125.90) feet to a point, which point is the southeasterly corner of said lot; thence westwardly and along the southerly line of said lot, fifty-three and 21/100 (53.21) feet to the southwest corner of said lot; thence northwardly and along the westerly line of said lot, then (10) feet to a point in the southerly line of property conveyed to Raymond D. Kelley by deed

recorded in Deed Book 2463, Page 273, Hamilton County, Ohio Records; thence eastwardly along the southerly line of said Raymond D. Kelley's property 10 feet to the southeasterly corner of said Raymond D. Kelley's property; thence northwardly and along the easterly line of said Raymond D. Kelley's property to the southerly line of Sterrett Avenue and which point is 10 feet east of the northwesterly corner of said Lot No. 88; thence eastwardly and along the southerly line of Sterrett Avenue, Fifty and 35/100 (50.35) feet, more or less, to the point and place of beginning.

Deed Book 8145, Page 1556

Parcel No.: 172-0018-0068

#### **PARCEL 19**

Situated in the City of Cincinnati, Hamilton County, Ohio and being known, numbered and designated as Lots Numbered 67, 74 and 75 on the plat of William Howard Neff's Subdivision, which is now recorded in Plat Book 11, page 58, of the Plat Records of Hamilton County, Ohio.

Deed Book 7520, Page 2118

Parcel Nos.: 172-0018-0010, 11 & 12 (cons.)

#### **PARCEL 20**

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and in Section 25, Millcreek Township, and being parts of Lots 14, 15, 23, 24, 25 and 26 of Charles Lehman's Subdivision as recorded in Deed Book 109, Page 149, of the County Recorder's Office and part of Lot 11 of the Plat of Mt. Harrison as recorded in Deed Book 125, Page 612 of the Hamilton County, Ohio Records and being more particularly described as follows:

From a point in the center of Lehman road which lies south 87 deg. 45' East 46.86 feet and North 49 deg. 30' East 299.82 feet as measured along the center of Lehman Road from its intersection with the center of Orange Avenue; thence North 29 deg. 07' 40" West along the center of an outlet road provided in Charles Lehman's Subdivision, 394.94 feet to the place of beginning for this conveyance; thence North 29 deg. 07' 40" West, with the center of said outlet road, 80 feet; thence South 87 deg. 50' West 315.33 feet to the center of Orange Avenue; thence with the center of Orange Avenue, the following courses: North 39 deg. 45' West 277.85 feet, North 2 deg. 0' East 48.84 feet; thence North 21 deg. 15' East 83.16 feet, North 2 deg. 30' East 120.45 feet and North 7 deg. 45' West 60 feet; thence South 70 deg. 57' 30" East 513.55 feet; thence South 14 deg. 48' 40" East 358.12 feet; thence South 42 deg. 37' 30" West 100.86 feet to the place of beginning.

Deed Book 9630, Page 2456

Parcel No.: 172-13-86

#### **PARCEL 21**

Being parts of Lot 11 of Mt. Harrison Subdivision as the same is recorded in Deed Book 125, Page 612, Hamilton County Recorder's Office and Lots 14 and 15 of C, Lehman's Subdivision as the same is recorded in Deed Book 47, page 610 and Deed Book 109, page 149, Hamilton County Recorder's Office, being more particularly described as follows:



Beginning at the most northwesterly corner of said Lot 15; thence eastwardly along the northerly line of Lots 15 and 14, 853.49 feet to a point; thence continuing along the boundary of Lot 14, southeastwardly 175 feet; thence southwestwardly along the boundary of said Lot 14, 270.60 feet to a point; thence northwestwardly 726 feet to a point in the center line of Orange Avenue, 122.16 feet southeastwardly from the most northerly intersection of said center line and the boundary of the two subdivisions; thence northwardly along the center line of Orange Avenue 122.16 to the subdivision line; thence along said subdivision line 172.26 feet to the place of beginning.

Deed Book 9630, Page 2456

Parcel No.: 172-13-25

#### **PARCEL 22**

Situated in the County of Hamilton, in the State of Ohio and in the City of Cincinnati, and in Section 25, Millcreek Township and being part of Lots 14 and 26 of Charles Lehman's Subdivision as is recorded in Deed Book 109, Page 149, of the County Recorder's Office and being more particularly described as follows, to wit:

From a point in the center of Lehman Road which lies South 87 deg. 45' East, 46.86 feet and North 49 deg. 30' East, 299.82 feet as measured along the center of Lehman Road from its intersection with the center of Orange Avenue; thence North 29 deg. 07' 40" West along the center of an outlet road provided in Charles Lehman's Subdivision 354.94 feet to the place of beginning for this conveyance; thence North 29 deg. 07' 40" West with the center of said outlet road 40 feet; thence North 42 deg. 37' 30" East 100.86 feet; thence North 14 deg. 48' 40" West, 358.12 feet; thence south 70 deg. 57' 30" East 200 feet; thence South 0 deg. 30' East 277.20 feet; thence South 6 deg. 46' 30" West, 33.71 feet; thence South 60 deg. 52' 30" West 162.85 feet to the place of beginning.

Deed Book 9630, Page 2456

Parcel No.: 172-13-26, 64 & 92 (cons.)

#### **PARCEL 23**

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Sections 25, Town 3, Fractional Range 2 and Section 30, Town 4, Fractional Range 1, Miami Purchase, being part of Lot 25, CHARLES LEHMAN'S SUBDIVISION, as delineated on the plat of record in Deed Book 109, Page 149, and being all of the parcels of land conveyed as TRACT 4 - Parcel 1, TRACT 4 - Parcel 2, TRACT 4 - Parcel 3, and the 0.6122 acre tract conveyed as TRACT 11, to Summit View Partners, LLC by deed or record in O.R. 9468, Page 1827, records of the Recorder's Office, Hamilton County, Ohio, and being more particularly described as follows:

Begin for Reference at a point at the centerline intersection of Orange Avenue (an unimproved street 40.00 feet in width), and Lehman Road (60.00 feet in width);

Thence the following two (2) courses and distances along said centerline of Orange Avenue:

1. Thence N. 24 deg. 29' 43" W, a distance of 33.59 feet, to an iron pin found with cap stamped "Professional Surveying" at the southwesterly corner of said 0.6122 acre tract. Said iron pin being the POINT OF TRUE BEGINNING of the herein described tract;

2. Thence continue N. 24 deg. 29' 43" W, a distance of 621.21 feet, and along the westerly lines of said 0.6122 acre tract and aforesaid TRACT 4 – Parcel 1, to an iron pin found with cap stamped "Professional Surveying" at the common corner of said TRACT 4 – Parcel 1 and the parcel of land conveyed as TRACT 6 to Summit View Partners, LLC by deed of record in O.R. 9468, Page 1827;

Thence N 87 deg. 50' 17" E, a distance of 315.33 feet, along the northerly lines of said TRACT 4 – Parcel 1 and TRACT 4 – Parcel 2, and the southerly line of said TRACT 6, to a 5/8" iron pin set with cap stamped "Burgess and Niple 7660" at the northeasterly corner of said TRACT 4 – Parcel 2. Said iron pin being in the centerline of the "Outlet Road" (an unimproved road 20.00 feet in width) as delineated on the aforesaid plat of CHARLES LEHMAN'S SUBDIVISION;

Thence S 29 deg. 07' 40" E, a distance of 474.94 feet, (passing a Mag-Nail set in the northerly right-of-way line of aforesaid Lehman Road at a distance of 444-34 feet), along said centerline of the Outlet Road, easterly lines of said TRACT 4 – Parcel 2 and TRACT 4 – Parcel 3, and the westerly lines of said TRACT 6, and the parcels of land conveyed as TRACT 14 and TRACT 5 to Summit Partners, LLC by deed of record in O.R. 9468, Page 1827, to a point in the aforesaid centerline of Lehman Road at the common corner of said TRACT 4 – Parcel 3 and TRACT 5.

Thence S 49 deg. 30' 00" W, a distance of 199.25 feet, along said centerline of Lehman Road and southerly lines of said TRACT 4 – Parcel 3, and TRACT 4 – Parcel 1, to a point at a southwesterly corner of said TRACT 4 – Parcel 1;

Thence N 24 deg. 30' 00" W, a distance of 31.21 feet, along the westerly line of said TRACT 4 – Parcel 1, to a point in the northerly right-of-way line of said Lehman Road. Said point being the southeasterly corner of the aforesaid 0.6122 acre tract;

Thence the following four (4) courses and distances along said northerly right-of-way line of Lehman Road and southerly lines of the 0.6122 acre tract:

1. Thence S 49 deg. 30' 00" W, a distance of 65.15 feet, to the point of curvature of a non-tangent curve concaving to the north;
2. Thence westerly along arc of said curve to the right having a radius of 250.84 feet, a central angle of 12 deg. 50' 17", and a chord bearing S 70 deg. 24' 56" W, a chord distance of 56.09 feet, an arc distance of 56.21 feet; to a point in the westerly right-of-way line of aforesaid Orange Avenue;
3. Thence S 24 deg. 29' 43" E, a distance of 22.40 feet, along said westerly right-of-way line of Orange Avenue, to a point;
4. Thence N 87 deg. 46' 00" W, a distance of 22.40 feet, to the POINT OF BEGINNING. Containing 4.014 acres, more or less, and being subject to all easements, restrictions, and rights-of-way of record.

The bearings shown in the above description are based on bearing of N 49 deg. 30' 00" E, for the westerly right-of-way line of Lehman Road as delineated on the "Boundary Survey" prepared by Professional Surveying Services dated August 5, 2003.

Deed Book 9630, Page 2456

Parcel No.: 172-13-27, 28, 29 & 91 (cons.)

**PARCEL 24**

Situated in the City of Cincinnati, Hamilton County, Ohio and being known, numbered and designated as Lots Nos. 58 and 59 of William Howard Neff's Subdivision as per plat recorded in Plat Book 11, Page 58 Hamilton County, Ohio Plat Records. Each of said lots front fifty (50) feet on the southerly side of Lehman Road and extends back in depth a distance of one hundred fifty (150) feet.

Deed Book 9262, Page 5029

Parcel No.: 172-18-7 & 8 (cons.)

**PARCEL 25**

Situated in Cincinnati, Hamilton County, Ohio, and being known and described as all of Lot No. 68, and the west 10 feet of Lot No. 73, Wm. H. Neff's Subdivision as recorded in Plat Book 11, page 58, Hamilton county, Ohio Plat Records.

Deed Book 8985, Page 4351

Parcel No.: 172-18-26 & 27 (cons.)

**PARCEL 26**

Situated in the City of Cincinnati, Hamilton County, Ohio, and in the northwest corner of Section 30, Town 4, Fractional Range 1, Storr's Township, and commencing on the south side of Lehman Avenue eleven hundred and five and seventy-four (1105.74) hundredths feet east of the west section line; thence south parallel to said section line one hundred and fifty (150) feet; thence east parallel to Lehman Avenue fifty (50) feet; thence north parallel to said section line one hundred fifty (150) feet to the south line of Lehman avenue; thence west with south line of Lehman Avenue fifty (50) feet to the place of beginning. Beign all of lot numbered sixty-six (66) on the plat of subdivision by W.H. Neff, recorded in Plat Book 11, Page 58.

Deed Book 10586, Page 2457

Parcel No.: 172-0018-0009

**PARCEL 27**

Situated in the City of Cincinnati, Hamilton County, Ohio, and being known and designated as the east 40 feet of Lot 73 and the west 10 feet of Lot 76 of William H. Heff's Subdivision, as recorded in Plat Book 11, page 58, Hamilton County, Ohio Records.

There are excepted from the warranty covenants set forth herein, matters of zoning, conditions and restrictions, and easements of record.

Deed Book 10965, Page 243

Parcel No.: 172-0018-0028 & 78 (cons.)